PEELLE'S TITLE NOT GOOD

The Supreme Court Decides Against His Claim of Being State Statistician.

When the Legislature or People Elect an Officer His Commission Is Only a Certificate that He Has Been Chosen.

The Peelle-Worrell case, involving the claim to the office of Chief of the State Bureau of Statistics, was finally decided by the Supreme Court yesterday. Worrell's claim was supported, as in the other case, through the power of Governor Hovey to appoint. Mr. Peelle asserted his right to the office on a commission assued by Gov. Porter, although he had been elected State Statistican by the Legislature. Judge Berkshire rendered the opinion, which was concurred in by Judges Coffey and Olds. Judge Elliott filed a dissenting opinion, in which Judge Mitchell concurred. When the case was first before the Circuit Court of this county, judgment was renderad for Peelle upon a demurrer to the complaint. From the judgment so rendered, an appeal was prosecuted to the Supreme Court, where the judgment was reversed and the case remanded, with directions to the court below to overrule the demurrer to the complaint. Judgment, however, was again rendered for Peelle, and the case again appealed to the Supreme Court. "The appellee now claims title to the office," says the opinion, "by virtue of an appointment from the executive of the State, while the appellant's relator assumes the same position as heretofore. At the time the appellee claims to have received his appointment from Gov. Porter, John B. Conner, Esq., was rightfully holding the office, and his term of office did not expire for one and one-half month thereafter." month thereafter." A case was cited to show that the Govern-

office by Conner to the appellee," continued the opinion, "we think, amounted to an abandonment thereof and created a vacancy therein, but, if there were any doubt as to this proposition, both parties have so treated it, and, for all the purposes of this case, we would be bound to so hold. After the vacancy had been created the Governor was authorized to fill it by appointment, and could have appointed the appellee, and if this had been done the appellee would have held the office by virtue of the appointment then made, and not because of the commission issued to the appellee before Conner abandoned the office." Authority was given to show why the surrender of an office by its rightful incumbent to one claiming title thereto without right does not give to the latter title thereto. "The second reason," Judge Berkshire further stated, "why the appellee did not receive an appointment from the executive is that the appointing power lodged with him under the Constitution was never in-voked in behalf of the appellee, and so long as it was not called into exercise there could be no appointment, although the Governor could at any time call it into action. It appears that the General Assembly assumed (and it was but an assumption) to take from the executive department the power therein vested under the Constitution to designate the incumbent of the office in question, and not only so, but to legislate the rightful incumbent of said office out of office before the ex-piration of his term, and to take unto themselves the election of an incumbent to said office, and as the result the General Assembly elected the appellee and gave him a certificate of election."

Upon this certificate Governor Porter issued him a commission, being careful to recite in it the nature of the appellee's title, and that he commissioned him as one chosen by the General Assembly. "We have nothing to add with reference to Governor Gray's action," continued the opinion, "except to say that he seemed to be more careful, if possible, than his predecessor to emphasize the fact that the appellee was not his appointee, but was commissioned as the chosen of the General Assembly. The word 'appoint' is found in the commission issued by Governor Porter, but no-where appears in that of Governor Gray. The same reasons which make the Governor's commission conclusive, when silent as to the source of title, that the person commissioned is the Governor's appointee, where he has the power to appoint an incumbent to such office, render his commission conclusive that such person is not his appointee when it recites that the person commisioned derives his claim of title because of an election by the people or Legislature and is commissioned because thereof. We hold that when the appellant's relator was appointed there was a vacancy in the office, which the Governor was em-powered to fill by appointment until there should be an election by the people. Judgment reversed, with costs." The line of argument on other phases of the cases was the same as that given in an opinion and published in full when the question of

Judge Elliott, in his dissenting opinion, holds, in brief, that the commissions issued by Governors Porter and Gray upon the certificates of election from the Legislature. are appointments.

Will Be Heard in Another Court, Judge Irvin yesterday granted Edward Aszman a change of venue to the Johnson county Circuit Court. The necessary pa-pers and evidences will be forwarded at once to the Prosecutor, of that district.

Notes from the Dockets. Mayor Sullivan sent Adam Keller to the work-house for sixty days yesterday for insulting ladies on the street.

W. F. Piel, jr., receiver for Dedert & Sudbrock, filed a report yesterday showing \$9,045 on hand. Judge Taylor ordered the partnership dissolved and the property sold at auction on May 29.

The trial of James Jerman's suit in Judge Walker's court for \$5,000 damages from Charles A. Dale was begun yesterday. The plaintiff claims that he lost three fingers by defective machinery while in the defendant's employ.

> The Court Record. SUPREME COURT DECISIONS.

14304. Andrew J. Ice, vs. State ex rel. Lilly M. Ray. Madison C. C. Affirmed. Olds, J.-Where a defendant in a bastardy proceeding which had been certified in his absence to the Circuit Court, procured, through his attorney, the prosecutrix to in-stitute another proceeding before a justice, and in the absence of the prosecuting atstorney induced her to acknowledge that provision had been made for the support of her child, when, in fact, no provision had been made, such proceedings are a nullity and no bar to the other prosecution.

14082. Thomas L. Davis et al. vs. Richard Montgomery. Jackson C. C. Affirmed Mitchell. C. J.—That the amount of recovery was too large should be assigned as a cause for a new trial. That the verdict or decision is not sustained by sufficient evi-

dence does not present the question.

14114. Francis M. Jones vs. Elizabeth
Smith. Warren C. C. Affirmed. Elliott.
J.-Where a chattel mortgage provides that the mortgageor "is not to re-move the property from the place where it now is without the consent of" the mortgagee, the nature of the property is to be considered in determining what use may be made of it by the mortgageor, and if the use is a reasonable one there is no breach of the condition of the mortgagee—where such property is a horse and there is a temporary loan to a neighbor it was a reasonable use.

14301. James E. Weddell et al. vs. Thomas Hapner. Elkhart C. C. Affirmed. Coffey, .- While it is true that the owner of land may improve it either by changing the sur-face or by the erection of buildings or other structures thereon, so as to cause water accumulating thereon by rains and snows falling on the surface to stand in unusual other adjacent land, or pass into or over the same in greater quantities or in other directions than they were accustomed to flow, or may elevate or depress his land, thus changing the flow of surface water, it is also true that he cannot, by means of drains and ditches, concentrate surface water, and by that means carry it where it never flowed before and discharge it on to a lower land-owner to his damage. it on to a lower land-owner, to his damage, without becoming liable for the payment of such damages.

Rehearings Denied. City of Fort Wayne vs. Eliza Breese. - Allen S. C.

14827. Andrew Drew vs. State. Tippecanoe C. C. 15040. Esther S. Davis vs. Mina A. Fogle et al. Noble C. C. 14522. Hiram Harvey vs. Daniel P. Bald-win. Cass C. C. Mandate modified.

Admitted to practice, Parke Daniels. SUPERIOR COURT. Room 1-Hon. Napoleon B. Taylor, Judge. Matthew E. W. Doran vs. Citizens' Streetrailroad Company; damages. Trial by The Niles & Scott Company vs. Charles E. Merrifield et al.; note. Judgment for

plaintiff for \$325. Room 2-Hon. D. W. Howe, Judge. Edward Halffin vs. Dickson & Talbott; damages. Trial by jury.

Koom 3-Hon. Lewis C. Walker, Judge. Frederick G. Kelcham vs. the C., C., C. & St. L. Railroad Company; damages. Jury James Jerman vs. Charles A. Dale et al. damages. Trial by a jury.

New Suits Filed. Thomas C. Rutledge vs. Sarah E. Prather et al.: foreclosure. Eugene W. Carter vs. John M. Buckley et al.; mechanic's lien. Demand, \$50.

Mary Crowley vs. Thomas N. Crowley;
divorce. Allegation, failure to provide.

CIRCUIT COURT. Hon. Livingston Howland, Judge. Emily Bronson vs. Rachel Schrader. Appeal dismissed. Anna Duhadaway vs. John Duhadaway; divorce. Dismissed by plaintiff. Isaac Clark, jr., et al. vs. Eli Spray. Trial by jury.

TICKET BROKERS' ASSOCIATION.

. Mulford, After a Discussion of His Appeal,

Fails in an Effort at Reinstatement.

The American Ticket Brokers had a busy day yesterday with the further passing upon appeals and hearing the report of the executive committee. The afternoon was largely taken up with the consideration of E. A. Mulford's appeal from the decision of expulsion made by the executive committee. The interest in the case was warm, and filled the club room or could make no valid appointment under at the Bates with an attentive such circumstances. "The surrender of the and good-natured audience in spite of ritual which made it a non-striking organia sharp division and well-marked personal feeling in several cases. The defense of the committee seemed to be assigned to G. M. McKenzie, of Chicago, who was allotted fifteen minutes. Mr. Mulford was present to speak in his own behalf, and was given twenty-five minutes. The executive committee was given the same amount of time, and each member was allowed five

This latitude of discussion made the session the most noticeable one of the convention. At times there was a great deal of confusion in the room. The speakers of the respective sides were cheered at every point, and the warmth of the moment led several members to an unexpected and creditable showing as speakers. Mr. Mulford declared he had organized the American Ticket Brokers' Association. He claimed that the association now in session is a myth in law, and that if it had had a legal existence, he would long ago have been reinstated by process of mandamus, but as it is, there is no incorporate body that can sue or be sued. He closed by declaring he would rather belong to the association than be President of the United States, and asked to be rein-

Mr. McKenzie replied, charging Mr. Mulford with conspiracy and attempted be-trayal of the association. Then began a cross-fire of speeches, in which Mulford was handled without gloves, but in which he defended himself with spirit, It was agreed that the association could control Mulford better in than out, and he was described as a wild colt in a ten-acre field that needs to be lassoed. Samuel T. Fisk, who re-marked that he had gained a competency in the business, and hoped soon to be able to retire, said that the association to him, without Mulford, seemed like "Hamlet" with Hamlet out of it. The Hebrew issue figured largely in the discussion, and L. Solomon and the Frank brothers showed much feeling. H. C. Maeder received an ovation when he rose to speak for the readmission of Mulford, a token, however, of personal appreciation. The debate continued till long after 6 o'clock, and when the ballot was taken by a viva voce vote, it showed 53 to sustain the executive committee and 42 against, a majority of 11 against Mr. Mulford.

In reply to a question by a Journal reporter. Mr. Mulford, after his defeat, said: "You may say I am defeated, but not whipped. It was the Jewish element that beat me. There were thirty-three of them present, and they voted against me solid. I would, however, have won if the vote had been by ballot instead of voice, as my friends among the Jewish brokers were afraid to vote openly for me." The banquet last night was a fine affair, covers being laid for 130, among whom were many ladies. The tables were beautifully adorned with flowers, and the menu was rich and the service elegant. When the toasts came on Henry C. Maeder responded to that in honor of the ladies. The other toasts were "Harmony," response by Samuel F. Fish, and "The People," by George M. McKenzie. Speeches were also made by G. G. Lansing, L. Solomon, P. W. Ward and others. The programme to-day is to finish

FURMAL CALL ORDERED.

routine business and elect officers. The tallyho ride has been postponed till to-

The Second Presbyterian Congregation Takes Final Action Concerning Its New Pastor.

The congregation of the Second Presbyterian Church met last evening in the lecture-room of the church to hear the report of the committee appointed to secure a pastor. Rev. Dr. W. A. Hendrickson presided as moderator, Maj. W. J. Richards acting as clerk. David W. Coffin, as chairman of the committee, presented the report, in which was noted the fact that many names of able and worthy preachers had come before the committee, an abundance of good material, and that it had not been an easy task to make a selection. The committee did not think it proper to go into details, but set forth that it had endeavored to give all a fair hearing and impartial treatment, and had finally united upon Rev. Joseph A. Milburn, of Fond du Lac, Wis., as the man to call to the pastorate. It was further noted that Messrs. McBride and Phillips, as a committee of two, had first heard Mr. Milburn preach at Fond du Lac, and that he (Mr. Milburn) had very decided opinions against preaching trial sermons. Following this a second committee, consisting of Messrs. Spann, Sayles, Osgood, Richards and Van-Camp, had gone to Fond du Lac and heard him preach two sermons. They were unan-imously impressed by his piety and ability, and agreed as one man to give him a call According to agreement with them, Mr Milburn had preached here twice on the 4th of May. This report was signed by T. A. Morris, C. S. Denny, D. W. Coffin, Courtland VanCamp, John M. Shaw and Mrs. McBride and Mrs. Chislett.

On motion of J. S. Spann the report was received and approved. W. S. Hubbard moved that the call be formally made to Mr. Milburn, and, on suggestion of Judge Lewis C. Walker, the expression was by a rising vote. It proved to be unanimous, Mr. Spann made the statement that heretofore the pastoral salary had been \$4,000 a year, with the free use of the parsonage, but as Mr. Milburn was unmarried he might not need the residence for some time. It might be more agreeable, Mr. Spann said, to name a straight salary. He moved that the church be obligated to pay to Mr. Milburn \$5,000 a year without reference to the parsonage, explaining that this would be an advance on the salary heretofore paid of only \$200 or \$500 a year. The motion prevailed, and D. W. Coffin and Mr. John S. Spann were chosen to convey the written call of the church to Mr. Milburn. Judge Walker moved that they be directed to go to Fond du Lac at once. A ripple of laughter followed the motion, which was taken by consent, after which the meeting

adjourned. THAT tired feeling, so subtle and yet so overpowering, is entirely overcome by Hood's Sarsaparilla, which tones and strengthens the system and gives a good appetite. Be sure to get Hood's Sarsaparilla. "One hundred doses one dollar" is true only of this peculiar medicine. than in any year since 1884. If one-third of

AFFAIRS OF THE RAILWAYS.

Employes to Be Given Free Transportation Over the Lines of the Big Four. A rumor has gained currency to the effect that the Big Four management refused to pass employes of their own road or of foreign roads who were desirous of attending the general railroad meeting to be held in this city on Sunday, the 25th. The rumor became so pronounced that certain employes of the Big Four sought one of the officials to ascertain the truth of it, and as a result of the conference a much more friendly feeling has been established between the general superintendent and the employes, the latter having learned that there is a man in the superintendent's position who desires that railroad employes generally shall feel that he is always ready to do what is right and honorable with employes, and the same is true of M. E. Ingalls, president, and Wm. N. Greene general manager. General Superintendent Peck gave the employes to understand that at any time when they wished a pass over the Big Four lines it would be gladly given if said employe was in good standing with the company. As to giving free transportation to employes of foreign lines, in every case where the application was made through one of the officials of such foreign road one of the officials of such foreign road the transportation would be as readily given. This course is pursued for the reason that the general superintendent will, in case any employe of the Big Four wishes a pass over a foreign road, he will readily and promptly ask for it. This plan has been adopted by most of the leading roads of the country to avoid imposition, as, should a road like the Big Four issue transportation to every man who claimed to be a railroad employe it would doubtless lead to abuse less lead to abuse.

Action of the Conductors' Association. Not for many months has any action taken by either of the organizations of railroad men excited more comment than the announcement that the delegates to the annual convention of the Order of Railway Conductors, now in session in Rochester, N. Y., had, by a vote of 210 to 65, declared in favor of repealing the clause in their zation. "This, of course, means that Grand Chief Wheaton, who is a very conservative man, is to be thrown overboard," said a local conductor who is a member of the association, "and that either McVey, of Cleveland; Clancey, of Galion, or Watkins, of Kansas City, will be elected grand chief of the organization, and a general change made in the official roster." Opinions vary as to the wisdom of the action taken by the Order of Railway Conductors. One old railroader, who is a member of the association, says that in the first place fully 25 per cent. of the membership, which numbers over twenty thousand, are now rail-road officials, holding positions to which they were promoted from conductor; another 25 per cent. are veteran conductors, opposed to strikes or any other rash acts to accomplish any end and in both of these classes a large per cent. will quietly withdraw from the or-ganization. Another member says that it was the right thing to do. Railroad officials, knowing that there was a non-striking clause in the association's ritual, had imposed on the conductors and discharged them without hearings, but now they would be heard if they have any grievances. A third said that the repeal of this clause did not mean that the Order of Railway Conductors will, from this on, strike if every demand they make is not granted, but it has given the uneasy element in the or-ganization a feeling that if they are not treated fairly they can, as a last resort, strike. The next important question to come before the order is the proposed confederation with the other railroad brother-

Preliminary Steps Toward Consolidation. An attorney in the case says that the title of C., C., C. & St. L. is dropped for the Indianapolis & St. Louis and the Cairo & Vincennes roads, and C., V. & C. substituted, to conform to the laws of Illinois It is admitted, however, that it is the pre-liminary step to consolidating the Indian-apolis & St. Louis road, which extends from Indianapolis to Terre Haute, the St Louis, Alton & Terre Haute, which extends from Terre Haute to East St. Louis, and the Cairo & Vincennes road, and possibly the Chicago & Eastern Illinois road. The new title will be used about ninety days, when the programme will be more fully set out, or at least it will be better understood what roads the consolidation is to

Personal, Local and General Notes. J. W. Sanborn, for a number of years master mechanic of the Lake Shore, died at his home at Norwalk, O., on Wednesday. The freight receipts of the Vandalia at its Indianapolis station in the month of April exceeded those of April, 1889, by \$13,-

W. C. Rembert has been appointed Northwestern agent of the Richmond & Danville lines, with headquarters at Kan-J. M. Lee, general agent of the Atchison, Topeka & Santa Fe, with headquarters at

Atchison, has resigned, to engage in commercial pursuits. The passenger earnings of the Lake Shore road the last year were \$5,082,480.41, against \$4,810,147.48 in the year preceding. Increase the last year, \$272,332.93.

A. J. Davis has been appointed contracting agent of the Toledo, St. Louis & Kansas City road, with headquarters at Omaha. Mr. Davis was formerly on the Bee-line. S. H. Harrington, mechanical engineer of the Erie road, was in the city yesterday, the guest of William Mansfield, superin-tendent of the Indianapolis & Vincennes

L. S. Anderson has been appointed purchasing agent of the Union Pacific system, succeeding Mr. McKibbin, who has been appointed assistant treasurer of the com-

M. Dunn, who has been a machinist in the C., St. L. & P. shops at Richmold, Ind., has been placed in charge of the shops on the Little Miami division of the Pennsyl-

On Sunday next additional mail service will be begun over the Big Four lines be-tween Cleveland and St. Louis. Another postal-car will be hauled on No. 7 west and

The Big Four people have decided not to meet, at present, the cut to Kansas City which the Vandalia makes to-day, the latter making the rate \$7.55 from Indianapolis to Kansas City. J. H. Murray, of the Burlington, Cedar

Rapids & Northern road, is in the city. He states that fully five thousand car-loads of ice have been shipped from points on that road to Southern points in the last ninety The earnings of the New York Central, per mile, the last four months have been

large beyond parallel, averaging \$8,177.75 per mile for the period named. The gross earnings for the four months were but little short of \$3,000,000 a month. It is stated officially that there is not a division of the Big Four system that is not showing a handsome increase in passenger earnings, month after month. The man-

agement is greatly pleased over the marked increase in this class of traffic. There is a hitch between the Illinois Cen-tral and the Big Four as regards the run-ning of trains between Kankakee and Chicago with ticket collectors. It is reported not to meet with the approval of the management of the Illinois Central.

Under the present management the Co-lumbus & Hocking Valley road increased its earnings last month over April, 1889, by \$97,949, or 60 per cent. This road lies wholly in the State of Ohio, and is free from all the restrictions of the interstate-commerce

George Saul, formerly general manager of the Fort Wayne, Cincinnati & Louis-ville road, now on the Mackey lines, was in the city yesterday, and held a conference with General Manager Bradbury, under whose supervision the Ft. W., C. & L. now is.

The five-hour trains put on by the Pennsylvania, and the Baltimore & Ohio, and the Philadelphia & Reading roads, on Monday last, between New York and Boston, are making the time with great regularity. The distance covered in the five hours is The Cleveland Leader says that the prospects are that a greater mileage of new road will be constructed in Ohio this year

the projects talked of are carried out the new construction will reach several hun-

Shipments of iron ore and lumber brought in by vessels to Michigan City are on the increase. The Louisville, New Albany & Chicago now has a cargo of ore to bring to an Indianapolis manufactory. Fully eighty car-loads have been brought in here in the

Wm. Swanston, master mechanic of the Pennsylvania shops at this point, left last night for Cincinnati, where he is to meet Master Mechanic Garstang, of the Chesapeake & Ohio, and Pomeroy, of the New York elevated roads, to lay out the work for the annual meeting of the Master Mechanics' National Association, which convenes at Old Point Comfort June 11.

MINOR CITY MATTERS.

To-Day's Doings. MAY MUSICAL FESTIVAL-Second matinee concert; fourth concert, Tomlinson Hall; even-

INDIANA WOOL-GROWERS' ASSOCIATION— Agricultural Room, Capitol; morning and after-

SCHOOL COMMISSIONERS—Regular meeting: Library Building; evening. ANNUAL ART EXHIBIT-Indianapolis Art Association; Masonic Hall; day and evening. PARK THEATER-Wm. E. Burton as "Tom Sawyer;" afternoon and evening.

Local News Notes.

Marriage licenses were issued yesterday to William G. Smith and Jennie L. Copple, Ira G. Bigelow and Cora E. Heath. The Linton Coal and Mining Company, of Linton, was incorporated yesterday, with a capital stock of \$30,000, in \$50 shares. The directors are Finney Strong, Wm. Mc-Cloud, Lydia Fluhart, Fannie Fluhart and Theodore Fluhart.

Building permits were procured vester-day by Sophie Hillard, shed, Martindale avenue, \$75; William Harness, store-room, No. 167 Douglass street, \$200; Mrs. Ellen Hickey, frame cottage, McGinnis street, \$900; H. Beck, frame cottage, Lincoln Lane, \$950; Mr. Sauter, frame cottage, Lincoln Lace, \$900; W. A. Wiley, frame cottage, Pleasant street, \$1,000; Minnie Shleck, addition, No. 198 Buchanan street, \$800.

Personal and Society. Hon. Joseph E. McDonald will leave tomorrow for Washington, D. C. Miss White, of Greencastle, is spending the week with Mrs. W. M. Herriott. Mr. and Mrs. Philip Mitchell, of Rock Island, are guests of Mr. and Mrs. Henry

Miss Ida Black, of Anderson, is the guest of Mr. and Mrs. E. Tully, on North Tennessee street.

Miss Addie Sutton, of Urbana, O., is visiting Mrs. Frederick Appel, on West St. Mr. and Mrs. John M. Judah have arrived from Memphis, and are guests at Dr. P. H.

Mrs. Philip Rober, of Chicago, is expected to-day to visit Mrs. Edward Schurmann, at

Rev. Dr. J. E. Gilbert went to Buffalo, N. ., yesterday afternoon, to attend the funeral of his only brother. Mrs. Norris, of Crawfordsville, who has

been visiting Mrs. Jason Carey for a short time, returned home yesterday. Mrs. Ceasar A. Rodney has issued invita-tions for a children's party, Saturday afternoon, in honor of her daughter Jessie's

Judge and Mrs. C. C. Hines have gone to New York to spend a few weeks before going to their country home in Vermont for Mrs. A. W. Coffin entertained a large number of her friends handsomely yester-

day afternoon, at cards, at her home on Park avenue. Mrs. A. W. Hatch went to Madison yes-terday, and to-night will assist at a large reception, to be given by Mr. and Mrs. Al-

exander C. Lanier. Cards are out for the marriage of Miss Winship, of Rushville, and Mr. Rush Budd,

of this city, which is to occur Wednesday, May 28, at Rushville. A large party from this city will attend the wedding. Mrs. Fish will entertain the Indiana Alumnæ Association of the Western Female Seminary to-day at her home, No. 141 East Pratt street. All old pupils are invited to attend. Miss McKee, principal of the seminary, who is to be here, will be the guest of Mrs. Frank Porter, North Alabama

MOFFETT-KENNARD. Special to the Indianapolis Journal. KNIGHTSTOWN, Ind., May 15.—The marriage of Mr. W. S. Moffett, of Spiceland, and Miss Emma Kennard was celebrated at the country home of the bride's parents. Mr. and Mrs. Jenkins Kennard, north of this city, yesterday evening, in the presence of a large company of relatives and friends. Mr. Moffett is a prominent business man of Spiceland, where they will make their fu-

MOORE-HAMILTON. BLOOMINGTON, Ill., May 15.—At 7 o'clock this evening occurred the wedding of Mr. H. V. Moore, a banker of Monticello, Ill., and Miss Belle Hamilton, of Bloomington, the sister of Mrs. W. B. Funk, of this city. The newly-wedded couple departed last night for the West and will spend the sum-

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GEORGIA

22 Miles South of

CHATTANOOGA, TENN.,

In Lookout Valley, ON THE LINE OF THE

Chattanooga Southern Railway

Is destined to be one of the most important manufacturing cities in the South. The location, consisting of 1600 acres, which has been secured by the managers of the KENSINGTON LAND COMPANY, of CHATTANOOGA, TENN., is surrounded by inexhaustible deposits of coal and iron, equal in quality to that of any section in the great mineral belt of the South. Manufactured Iron, Cotton, Leather, etc., can be produced cheaper in KENSINGTON than at any point in the South, and its railroad service will be unsurpassed.

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Kensington Land Co

Solicits correspondence with manufacturers generally, and offers liberal taducements to those contemplating the removal of their establishments or the building of new factories in this prosperous section of the country.

Sale of Lots at Kensington June 3, 4 and 5.

Arrangements for reduced rates of fare will be per-Pamphlets descriptive of Kensington and its surroundings may be had by addressing

CHATTANOOGA, TENN.

W. W. HARBISON, 2D V. PREST., (of Franklin Sugar Refining Co., Phila., 2d Vice-president Chattanooga Southern

FLOYD 6. PATTERSON, SECRY. AND TREAS.
(Secretary and Treasurer Kensing ton Iron and Coal Co.)

ailroad and Kensington Iron &

F. R. PEMBERTON, PREST., (of F. R. Pember-ton & Co., bankers, Chattanooga, Tenn., President of Kensington Iron & Coal Co., Vice-president of Chattanooga Southern Railroad.) 34 EAST MARKET ST., INDIANAPOLIS, IND. C. E. JAMES, V.-PREST., (of Bobertson & James, bankers, New York, President of Chattanooga Union Railroad and Chattanooga Southern Railroad.) Maryland st.

> THE SUNDAY JOURNAL Will be sent to any address in the United States for

> > \$2 PER ANNUM.

CAIN ORE POUND A Day.

A GAIN OF A POUND A DAY IN THE CASE OF A MAN WHO HAS BECOME "ALL RUN DOWN," AND HAS BEGUN TO TAKE THAT REMARKABLE FLESH PRODUCER,

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SCOTT'S

OF PURE COD LIVER OIL WITH Hypophosphites of Lime & Soda IS NOTHING UNUSUAL. THIS FEAT HAS BEEN PERFORMED OVER AND OVER AGAIN. PALATABLE AS MILK. EN-DORSED BY PHYSICIANS. SOLD BY ALL DRUGGISTS, AVOID SUBSTITUTIONS AND IMITATIONS.

Master Commissioner's Sale

By virtue of a certified copy of a decree of the Circuit Court of the United States for the District of Indiana, made on the 29th day of January, A. D., 1889, in a suit there pending upon an original bill, wherein The Farmer's Loan and Trust Company is complainant, and the Chicago & Atlantic Bailway Company and others are defendants; and, upon a cross-bill wherein George J. Bippus is cross-complainant, and the Chicago & Atlantic Bailway Company and others are defendants; also, a decree of the Circuit Court of the United States for the Northern District of Illinois, made on the 29th day of January, A. D., 1889; the undersigned, William P. Fishback, Master Commissioner, will, on

at 12 o'clock, noon, of said day, at the front door of the United States Court-house and Postoffice build-ing, in the city of Indianapolis, in the District and State of Indiana, offer for sale, at public auction, to the highest bidder therefor, the following described railway property and franchises, viz.:

TUESDAY, THE 12TH DAY OF AUGUST, A. D.,

All the line of railroad of The Chicago & Atlantic Railway Company at any time constructed within the counties of Marion, Hardin, Allen and Van Wert, in the State of Ohio, and the counties of Adams, Wells, Huntington, Wabash, Miami, Fulton, Pulaski, Starke, counties of Marion, Hardin, Allen and Van Wert, in the State of Ohio, and the counties of Adams, Wells, Huntington, Wabash, Miami, Fulton, Pulaski, Starke, La Porte, Porter and Lake, in the State of Indians, and more particularly described as follows:

All that certain line of railroad beginning at Marion, in the county of Marion and State of Ohio, and running thence in a general northwesterly direction through the said counties of Marion and Hardin to Kenton in said Hardin county; thence through said counties of Hardin and Allen to Lima in said Allen county, and through said counties of Allen and Van Wert to Enterprise in said Van Wert county, all in the State of Ohio, thence in the same general northwesterly direction through the said county of Van Wert, Ohio, and said county of Adams, Indiana, to Decatur in said Adams county, and through said counties of Adams, Wells and Huntington to Markle in said Huntington county, and through said county, and through said county of Huntington and of Wabash to Laketon in said Wabash county, and through said counties of Wabash, Miami and Fulton to Rochester in said Fulton county, and through said counties of Wabash, Miami and Fulton to Rochester in said Fulton county, and through said counties of Starke, LaPorte and Porter to Kouts in said Porter county, and through said counties of Starke, LaPorte and Porter to Kouts in said Porter county, and through said counties of Porter and Lake to Crown Point in said Lake county, and through said counties of the Chicago & Western Indiana Railroad Company, in all a distance of two hundred and forty-nine and one-tenth miles, more or less, together with the corporate, property of every name, kind and description, at any time owned by the Chicago & Atlantic Railroad Company, or acquired by it or used by it in constructing, managing or operating its line of railroad connects with the railroad of the Chicago & Atlantic Railroad Company, or repairing the chicago & Atlantic Railroad Company, at any time bed or acquired, for the purposes afo

or acquired, for the purposes aforesaid.

And also, all the right of the said the Chicago & Atlantic Railway Company to use the railroad of the Chicago & Western Indiana Railroad Company from a point at or near Hammond, in the State of Indiana, to and into the city of Chicago, in the State of Illinois, and the terminal facilities in Chicago, and all nois, and the terminal facilities in Chicago, and all other rights, privileges and property secured to the said Chicago & Atlantic Railway Company in and by agreements, leases and contracts made between the said Chicago & Western Indiana Railroad Company and the said the Chicago & Atlantic Railway Company of date November 1, 1880, November 1, 1882, March 31, 1883, and any agreements supplemental or relating thereto of any date whatsoever, and any and all shares of the capital stock of the Chicago & Western Indiana Railroad Company or of the Belt Railway Company of Chicago, or rights therein or thereto, whether legal or equitable, of the said Chicago & Atlantic Railway Company, and any and all other agreements, contracts, rights, privileges or interests, whether legal or equitable, of said Chicago & Atlantic Railway Company.

tic Railway Company.

Also, all the rights, franchises, privileges, immunities and easements; and all teases, leaseholds, rights of use of other railways, and all estates, real, personal or mixed, at any time held or acquired by the said the Chicago & Atlantic Railway Company; and all rents, issues, profits, income and proceeds of said railroad, or arising from any of the aforesaid property, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining thereto; and all the reversions, remainders, choses in action, estate, right title, interest, property, possession, claim and demand whatsoever, as well at law as in equity, of the said the Chicago & Atlantic Railway Company, in and to the aforesaid property and premises, or any part thereof, and all rights powers, privileges, franchises, at any time held or acquired by the said railway company, connected with or relating to the said railroad, or the uses or purposes thereof, or to the construction, maintenance, use or enjoyment of the same, and all corporate franchises of the said company of every nature, including the franchise to be a corporation.

Said sale shall be without prejudice to the rights

said sale shall be without prejudice to the rights and claim of the United States Rolling-stock Company, the Farmers' Loan & Trust Company, as assignee in trust, or of any party beneficially interested in an agreement in the nature of an equipment lease entered into between the said United States Bolling-stock Company and the Chicago & Atlantic Railway Company, of date April 11, 1883, and assigned to the said Farmers' Loan & Trust Company on said last-named date, for the security of certain car-trust bonds. said Farmers' Loan & Trust Company on said lastnamed date, for the security of certain car-trust bonds.

TERMS OF SALE—Said property will be sold for
cash as an entirety, and without appraisement or the
right of redemption. Before making a bid for said
property each bidder will be required to deposit with
the undersigned, as a pledge, that the bidder will
make good his bid in case of its acceptance, the sum
of One Hundred Thousand Dollars in meney, or first
mortgage bonds of the said Chicago & Atlantic Railway Company, of June 13, 1881, to the amount of
Two Hundred Thousand Dollars, exclusive of intercest. The deposit so received from any unsuccessful
bidder shall be returned to him when the property
shall be struck down, and the deposit so received
from the successful bidder shall be applied upon account of the purchase price. Such further portions
of said purchase price shall be paid in cash, as the
Court may from time to time direct; and the Court
reserves the right to resell said premises and property upon failure of the purchaser or purchasers
thereof, or their successors or assigns, to comply,
within twenty days, with any order of the Court in
that regard. The balance of the purchase price may
be paid either in cash, or in bonds, or over-due coupons, secured by said first mortgage of said Chicago
& Atlantic Railway Company, of June 13, 1881, or by
the second mortgage of said company, of September
15, 1883, each such bond and coupon being received
for such sums as the holder thereof would be entitled
to receive under the distribution ordered, and according to the priority adjudged in the sald decree of said
Court, dated January 29, A. D., 1889.

WILLIAM P. FISHBACK.

Master Commissioner, U. S. C. C., Dist. Ind.
Turner, McClure & Rolston, Sols, for Complainant.

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SPEAKING TO FRIENDS

About the Good Gun Wa's Chinese Vegetable Remedies Have Done for Them.

SHELBYVILLE, Ind., April, 1890.

GUN WA: Dear Sir-You are at liberty to use my name and address on any occasion that may be required. My experience has been quite varied in the different schools of medicine. In the way of reference, it is well to say here that Gun Wa's Chinese Remedies are unexcelled in their curative qualities; insomuch, that they are preferable and for the most good. The Gun Wa method of treatment meets with much favor in this section. tion. Yours respectfully,

A. B. McDUFFIE.

STILESVILLE, Ind., April, 1890. Friend Gun Wa: I am very glad to have the opportunity you afford me of letting suffering humanity know of my case. My disease was Catarrh, and I have been doctored by some of the leading physicians of the State for it, and never received any relief; but in two weeks after I began your treatment I felt a permanent relief. Now, as you have been of such valuable service to me, I am at your service at any time. Hoping to see you before long, I am, your friend, M. E. McHAFFIE.

ALLEGHENY, Pa., April 30.

Dear Sir—You medicines have done me a world of good, and I not only grant you full permission to use my name, but kindly ask that you grant me the privilege of doing you this small service in return for the great good you have done me. Yours,

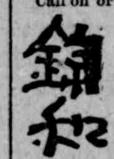
JOHN SHOUP:

BRUNSWICK. Ga., April 29, 1890. GUN WA: Kind Sir-In regard to your using my name. you are welcome to do so, with pleasure. Your remedies have made me what I am to-day, and I can now go to church and go up town, a thing I have not been able to do for seven years or more. Use my name and welcome, and I hope that it will guide some other sufferer to health and hap-

piness. Your true friend. ELLA ARMSTRONG.

What the famous Chinese physician, who cannot, under the American laws, practice medicine, has prepared a line of Chinese Herb Remedies for the cure of different diseases, and has opened parlors for their sale. He charges nothing for consultation, examination and advice, and only a small sum for his remedies, which have a justly celebrated reputation. A friendly talk with Gun Wa costs nothing. All of the following, which Gun Wa calls "American diseases," yield readily and permanently to these gentle, yet powerful natural remedies - catarrh, cancer, tumors, rheumatism, weakness, tape-worm, piles, scrofula, blood poisoning, dysentery, constipation, lumbago, dyspepsia, liver, kidney and bowel troubles and all nervous diseases.

Young, middle-aged or old men, suffering from nervousness, can be restored to perfect health; many have lost their vigor and became prematurely old. They should visit Gun Wa; those who cannot come should write, inclosing 4c in stamps for one of his circulars, or his book on nervous diseases; all visits and correspondence sacredly confidential. Thousands of testimonials on file. Call on or address



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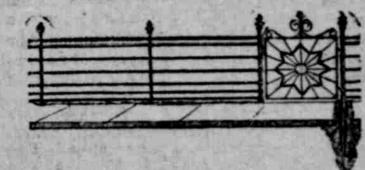
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